STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Purchasing Unit
425 W. Ottawa
Lansing, Michigan 48933

CONTRACT NO. 591B6600207
Between
THE DEPARTMENT OF TRANSPORTATION
And

NAME & ADDRESS OF VENDOR	TELEPHONE
Sooner Markers Inc. dba Jewel Cleaning Service **8407 Carter Road** **Cheboygan, MI 49721** Email: davebrandt78@gmail.com	**(231) 625-9700** **Contact: David Brandt**

Janitorial/Grounds Maintenance for Roadside Parks, # 419, Northern Pines

CONTRACT PERIOD: From: **April 18, 2016** To: **April 17, 2018**

TERMS	
Quick Payment terms: 4% discount if paid within 10 days	**2, 1 Year Options**

MISCELLANEOUS INFORMATION:

The terms and conditions of this Contract, including any applicable information from the vendor's proposal to RFP-059116B0007492 dated 3/24/2016 are attached. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Est. Contract Value: $40,840.00

FOR THE VENDOR:

Sooner Markers Inc. dba Jewel Cleaning Service.
Firm Name

David Brandt
Authorized Agent Signature

David Brandt
Authorized Agent (Print or Type)

4-15-16
Date

FOR THE STATE:

Signature

Demetrius A. Parker, P.E.
Name

Administrator, Michigan Department of Transportation
Title

4-18-16
Date

STATE OF MICHIGAN

Janitorial/Grounds Maintenance Services for MDOT Roadside Parks
Northern Pines, #419

EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES

BACKGROUND
The Michigan Department of Transportation provides Roadside Parks for the motoring public to use to take a break from the rigors of travel. The parks have pit vault type restrooms, a hand pump for drinking water, picnic tables, grills, and a mowed area for walking. Motorists expect the facilities to be safe and clean.

SCOPE
This Contract is for Janitorial and Ground Maintenance Services for the Michigan Department of Transportation (MDOT). The location is Mackinac Straits, # 410 located in Cheboygan County

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the daily janitorial and ground maintenance, routine mowing, spring and fall clean up and pumping the vault toilets. MDOT will provide the chemicals for the vault toilets as well as provide the stain/paint for graffiti and tables.

1. REQUIREMENTS

Contractor Minimum Maintenance Requirements
The minimum maintenance coverage to be provided by the Contractor per day, seven days per week is two hours per location:

A. Daily janitorial requirements

1. Toilet building (Clean toilet building including floors, stools, seats, walls, and refill toilet tissue prior to 10:00a.m.).
   a. Close building to public.
   b. Clean cobwebs from inside and outside of building.
   c. Sweep floor.
   d. Either remove or cover toilet tissue to keep dry during cleanup.
   e. Wash inside walls with a non-abrasive detergent - disinfectant.
   f. Using a pump-up sprayer, spray toilet seat, lid, and toilet riser with detergent - disinfectant. Apply solution liberally; allow to dwell for five minutes.
   g. After five minutes dwell time, scrub inside and outside of toilet riser with a long handled, stiff bristle brush; if the interior is fiberglass use a cloth or sponge to remove disinfectant.
   h. Using the pump-up sprayer, rinse walls, toilet seat, lid and riser with **clean** water.
   i. Mop floor with detergent - disinfectant.
   j. Remove all excess water from floor surfaces.
   k. Remove writing from walls by staining/painting on wood surfaces or using an acetone based graffiti remover on fiberglass walls.
   l. Resupply toilet tissue.
   m. Report any damages or problems to the MDOT Project Manager.

2. Grounds
   a. Pick up litter, including animal droppings, from the grounds and parking area.
   b. Empty trash barrels and remove contents to a licensed Class II landfill.
   c. Replace and furnish plastic bag barrel liners.

d. Remove/dispose of ashes and cleanup picnic grills, sweep concrete slabs, clean picnic tables with detergent - disinfectant and rinse.

3. Map Case
   a. Clean plexiglass with a mild soap and water - DO NOT scratch plexiglass.
   b. Remove any notices that have been placed by individuals or businesses that are not official MDOT materials.
   c. Remove cobwebs in and around structures.
   d. Sweep concrete around display structure.
   e. Remove graffiti on stained/painted surfaces, re-stain/paint where required.

4. Well Shelter
   a. Clean the hand pump (or faucet/basin if present).
   b. Clean concrete slab and pump base.
   c. Remove cobwebs from structure.
   d. Remove graffiti from stained/painted surfaces, re-stain/paint where required.

5. Sidewalks
   a. Sweep all paved sidewalk surfaces clean of debris.
   b. Pull weeds or grass growing in sidewalk cracks.

B. Weekly janitorial requirements (Building)

1. Scrub concrete floor with a stiff swivel scrub brush and detergent - disinfectant. Rinse floor thoroughly with **clean** water.
2. Clean all louvers.

C. Bi-Weekly janitorial requirements (Vaults)

Per vault, mix a quarter (¼) gallon of vault toilet product with two and a quarter (2¼) gallons of water in the pump-up sprayer. Spray the solution into the vault and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the MDOT Project Manager.

MDOT General Responsibilities

The Contractor shall notify the MDOT Project Manager immediately of needed repairs and/or replacements to the following:

- Building structures and fixtures
- Water pump
- Fences - including rustic type within the grounds
- Picnic tables such a refinishing, repair, removal
- Trash barrels

Chemicals

Vault toilet chemical will be supplied by MDOT. Contractor is responsible for picking up product at a location determined by the MDOT Project Manager. A Safety Data Safety Sheet (SDS) will be provided by MDOT. The Contractor is responsible for following all label directions and instructions detailed in the Contract. The MDOT Project Manager reserves the right to increase or decrease the product amount to be used if odorous conditions persist.

Stains/Paints

Stains/paints for graffiti covering shall be supplied by MDOT for building and shelters. The Contractor is responsible for picking up stain/paint at a designated location.

SPRING/FALL CLEANUP

A. The Contractor shall be responsible for the removal and proper disposal of leaves in the spring and fall, accumulated litter and tree branches. All materials must be

disposed of MDOT properties.

B. Sweep building roofs in the spring and fall to remove dirt, leaves, needles, etc.

Vault Maintenance

Prepare each vault in the spring and fall as follows:

1. Spring - Add to the vault, before opening in the spring, approximately two inches (approximately 100 gallons) of fresh water to cover the bottom of the tank.
2. Spring - Per vault, mix a half (½) gallon of product with two and a half (2½) gallons of water and spray inside the vault during the first day of opening.
3. Spring – Add a quarter (¼) gallon of vault product directly into the 100 gallons of water in the tank.
4. Fall - Pump the vault dry.
5. Fall - Per vault, mix a half (½) gallon of product with two and a half (2½) gallons of water and spray inside the vault.

   Additional pumping of the vault s may be required between the spring and fall. The Program Manager may request an additional pump(s). When an additional pump is requested it shall be completed within 5 business days. All vault pumping cost shall be incidental to the contract.

Contractor General Responsibilities and Requirements

A. The use of pesticides by the Contractor is prohibited for any of the work tasks included in the Contract.

B. No equipment, materials, or supplies may be stored on MDOT property.

C. No advertising depicting the Contractor's business may be displayed at the roadside park.

D. The Contractor is responsible for covering and/or removing all graffiti on a daily basis.

   1 Graffiti on stained or painted surfaces must be stained or painted. MDOT will supply the stain or paint required. The stain or paint shall be applied in a professional manner. The Contractor shall post signs warning visitors of wet, stain or paint.

   2. Ink and marker graffiti on fiberglass surfaces shall be removed with an acetone based paint remover. All paint remover residue must be immediately cleaned/rinsed off from fiberglass surfaces. Abrasive cleaner shall not be used for graffiti removal.

E. The Contractor is responsible for providing trash container liners adequate for the containers at the park (55 gallon barrels furnished by MDOT), emptying each container on a daily basis, and hauling and disposing of the refuse at a registered Class II landfill. Full trash bags may not be kept in the park overnight. The Contractor shall provide proof of disposal at a licensed Class II landfill to the MDOT Project Manager upon request.

F. The Contractor is responsible for "recharging" the toilet vaults after each pumping. This shall be considered incidental to the Contract unit price for Roadside Park Janitorial and Maintenance. The following procedure is to be followed for "recharging" the vaults:

   1. Add approximately two inches of fresh water to cover the bottom of the vault (approximately 100 gallons) after each pumping.

   2. Add to the fresh water, mix a half gallon of vault product with two and a half gallons of water and spray inside the vault after each pumping during the

season.

3. Add a quarter gallon of vault product directly into the 100 gallons of water in the tank.

Training
The Contractor is responsible for training all employees on the MDOT contract specifications and required cleaning procedures, as well as the vendor's company policies and requirements. Any new employees shall be trained before being allowed to work at the MDOT roadside parks.

1. 1 Transition
The roadside parks are open seasonally from approximately May 1 until early November. Prior to opening in the spring the MDOT Project Manager will provide the Contractor keys to the toilet building and map cases.

2. Warranties

A. The State reserves the right to require additional warranties other than those identified by the Contractor in response to this RFP.

B. Damage to State-owned or Leased or Citizen-owned Property
1. In all instances where State-owned or leased, or Citizen-owned property or equipment is damaged, the Contractor agrees to notify the MDOT Program Manager or designee of the facts and extent of the damage:
   a. Verbally – within one hour of the damage or discovery of damage, and
   b. In writing within 24 hours of the damage or discovery of damage.
2. Contractor shall be responsible for repair, replacement or cleanup as necessary to any State-owned or leased or Citizen-owned property due to carelessness, misuse or neglect of the Contractor or any of the Contractor's personnel or subcontractors.
3. In the event of Contractor liability for damages, the Contractor agrees:
   c. The State will repair, replace or cleanup the damage.
   d. The State will provide the Contractor with documentary evidence (i.e. invoices, etc.) of the costs associated with the repair, replacement or cleanup, and
   e. The Contractor will reimburse the State for the full amount of the repair, replacement or cleanup either by:
      i. Forwarding payment in full within 45 days of receipt of documentary evidence, or
      ii. By agreeing, in writing, to allow the State to hold back contractual payments until the cost for the repair, replacement or cleanup has been fully reimbursed to the State.

C. Health, Safety and Environmental Protection
1. The Contractor agrees to conform to all applicable federal, state and local laws and to the requirements of this contract.
2. In performing the Contract Activities, the Contractor shall:
   a. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
   b. Take all additional precautions the Program Manager or designee requires.
3. Any violation of the health, safety and environmental rules may be grounds for termination of this contract.

Contractor Agrees to the warranties noted in Section 2.0 Warranties and any additional warranties required for the completion of the Contract Activities referenced in this RFP.

3. Acceptance, Inspection and Testing

Inspection and Acceptance
1. The following criteria will be used by the State to determine Acceptance of the Contract Activities under this RFP.
   a. The MDOT Program Manager or designee will conduct weekly inspections for compliance with Section 1.0 Requirements, noting any deficiencies. The MDOT Program Manager or designee will make the final determination as to whether any task has been satisfactorily performed.

b. The MDOT Program Manager or designee will maintain a record of complaints from the agency or departmental staff and provide record of complaints to the Contractor. The record will identify areas requiring special attention, on the day the complaint was received, which must be completed by the Contractor within eight business hours of receipt.

c. The Contractor must remain responsible to make any necessary changes if the MDOT Program Manager or designee determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 8 business hours for basic janitorial issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

4. Staffing

4.1. Contractor Representative

A. Staffing

1. Contractor Representative

a. The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

b. The Contractor must notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.

2. Key Personnel

a. The Contractor agrees to employ, at a minimum, one Key Personnel defined by the State who will be directly responsible for the day-to-day operations of the Contract.

b. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.

c. The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.

d. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.

e. Key Personnel shall act as the Contractor's designated representative at the specified locations.

f. Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.

g. General employees or attendants are not substitutes for Key Personnel.

h. Include with your proposal :

i. A detailed description of your qualification requirements for Key Personnel.

ii. A list of Key Personnel that will be assigned to this project which should include, at a minimum:

1. Name
2. Physical Location
3. Contact Information
4. Organizational Role
5. Qualifications
6. Relevant Experience
7. The number of employees Key Personnel will supervise

3. Sub-Contractors

A. Disclosure of Subcontractors

1. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

a. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

b. The relationship of the subcontractor to the Contractor.

c. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

d. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

e. Of the total bid, the price of the subcontractor's work.

4.2. Customer Service Toll-Free Number
The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 a.m. to 5 p.m. EST.

The Contractor contact information is:
(231)625-9700
Or
(231) 420-7980

4.3. Technical Support, Repairs and Maintenance
The Contractor must specify its toll-free number for the State to make contact with the Contractor regarding, special maintenance needs, maintenance deficiencies, park closures etc. The Contractor must be available for calls and service during the hours of 8:00 a.m. to 5:00 p.m. EST.

When responding to maintenance deficiencies, the Contractor must respond to the caller's issue within 60 minutes.

The Contractor contact information is:
(231)625-9700
Or
(231) 420-7980

4.4. Work Hours
Daily maintenance shall be completed between 6:00 a.m. and 10:00 a.m. Mowing shall be conducted on weekdays only.

4.5. Reserved

5. Project Management
5.1. Project Plan

1. Contractor completed and included with the bid submittal a Project work plan which includes:
    a. Staffing Roles and Responsibilities
        1. Contractor Representative
        2. Key Personnel
        3. Sub-Contractors
    b. Equipment List

B. Adjustments to Schedule
Adjustments to the basic schedule, including any weather-related deviations, must be approved by the Program Manager or designee and may result in a deduction for the adjustment to service on the next invoice.

C. Proof of Insurance
Prior to contract award, the Contractor agrees to provide to the Contract Administrator proof of insurance as defined in the Standard Contract Terms.

D. Misrepresentation
1. Any misrepresentation by the Contractor of its ability to perform the Contract Activities described in the RFP may be grounds for immediate contract termination.
2. If the contract is cancelled, the contract may be awarded to the next qualified bidder for this RFP.

E. Equipment Failure
1. Equipment failure WILL NOT constitute an acceptable reason for failure to provide service.

6.0. Meetings

The Contractor must attend the following meetings:

1. Pre-Bid meeting.
2. Kick-off meeting within 14 calendar days of the Effective Date.
3. Annual Service Review and Progress Meeting if requested by the State

The State may request other meetings, as it deems appropriate.

6.1. Reporting
There are not any reporting requirements at this time.

5. Ordering
5.1. Authorizing Document
The appropriate authorizing document for the Contract will be a blanket purchase order.

6. Invoice and Payment
6.1. Invoice Requirements
All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

6.2. Payment Methods
The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

As required by MCL 18.1283, the Contractor must electronically register with the State at www.michigan.gov/cpexpress to receive EFT payments.

7. Security
Employees convicted of a felony and/or on the Sex Offender Registry shall not be allowed to work in the roadside parks.

Contractor Responsibilities

1. Drug Testing
   a. The Contractor and / or Subcontractors must include, as a pdf attachment to the proposal, a statement which describes their drug testing policies and processes.
   b. The policies and processes must:
      i. Include pre-employment and random / reasonable suspicion testing.
      ii. Address screening for prospective and current employees, including frequency.
      iii. Include screening tests and panel thresholds.
      iv. Specify the length of time drug testing records are retained.
   c. Upon request, the Contractor and/or sub-contractors must share drug testing records / documentation with DTMB Office of Infrastructure, Security Program Coordinator or their designee.
2. Background Checks
   a. Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Documentation must be provided upon request to the State of Michigan. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks.
   b. The Contractor, and/or its sub-contractors who will be completing onsite work, must include, as a pdf attachment to the proposal, a statement which describes:
      i. The Contractor and/or sub-contractors background check policies and processes. The policies and processes must:
         1. Address screening for prospective and current employees, including frequency and disqualification criteria.
         2. Include the screening criteria used to determine whether an applicant qualifies to be in the Contractor's employ, including sub-contractor employees.
         3. Specify the length of time background check records are retained.
         4. Provide specifics relative to the company that will perform the background checks,
         5. Detail the scope of the background check

6. Detail the type of background check/investigation used to screen company employees (i.e. Criminal History, Financial, etc.).

c. Upon request, the Contractor and/or sub-contractors must share background check results / documentation with DTMB Office of Infrastructure, Security Program Coordinator or their designee.

d. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.

e. The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. Employees convicted of a felony and/or on the Sex Offender Registry shall not be allowed to work in the roadside parks. The Contractor must demonstrate the worker(s) has no felony convictions or pending felony charges that are substantially related to the contracted activities or services.

3. Sub-Contractors
   a. The Contractor shall ensure background checks and drug testing requirements of sub-contractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.
4. Identification Badges
   a. All Contractor and sub-contractor staff will display State credentials while performing work on State premises.

B. DTMB Office of Infrastructure, Security Program Coordinator (SPC) Responsibilities

1. The SPC or designee is the sole contact to view background check or drug testing results on behalf of the State.
2. DTMB Security Contact Person is: T/B/D at Contract

C. State Employee Responsibilities

1. State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to: T/B/D at Contract.

D. Keys, Codes and Key Cards

1. Keys or key cards will be furnished by the State and MUST NOT BE DUPLICATED.
2. Contractor agrees to maintain a secure environment while cleaning the facility.
3. Only Contractor employees are allowed on site. Contractor employees must not bring friends or family members on site.
4. In the event the State has to re-key the facility due to lost, broken or non-returned keys or keycards, the cost to re-key will be deducted from the Contractors next available invoice.
5. Should the contract be cancelled by default of Contractor, the cost of changing the building locks, providing new keys or key cards, and re-coding the security alarm (when applicable) will be charged to the Contractor and deducted from final payment due the Contractor.

8. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $200 and an additional $200 per day for each day Contractor fails to remedy the late or improper completion of the Work.

9. Additional Requirements

A. Environmental and Energy Efficient Products

1. The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

B. Hazardous Chemical Identification

1. In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.
2. The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

C. Mercury Content

1. Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

D. Brominated Flame Retardants

1. The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

[This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Sooner Markers Inc. dba Jewel Cleaning Service] ("**Contractor**") This Contract is effective on April 18, 2016 ("**Effective Date**"), and unless terminated, expires on April 17, 2018.

This Contract may be renewed for up to three (3) additional one (1) year period(s). Renewal must be by written agreement of the parties*]*. and will automatically extend the Term of this Contract.]

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Laura Dotson 425 W. Ottawa P.O. Box 30050 Lansing, MI 48909 Dotsonl2@@michigan.gov 517-373-2134	David Brandt Sooner Markers, Inc. dba Jewel Cleaning Service 8407 Carter Road Cheboygan, MI 49721 Davebrandt78@gmail.com (231) 625-9700 (231) 420-7980

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Laura Dotson 425 W. Ottawa P.O. Box 30050 Lansing, MI 48909 Dotsonl2@@michigan.gov 517-373-2134	David Brandt Sooner Markers, Inc. dba Jewel Cleaning Service 8407 Carter Road Cheboygan, MI 49721 Davebrandt78@gmail.com (231) 625-9700 (231) 420-7980

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Bryan Schnetzler 1540 Airport Road Alpena, MI 49707 989-464-6440	[David Brandt Sooner Markers, Inc. dba Jewel Cleaning Service 8407 Carter Road Cheboygan, MI 49721 Davebrandt78@gmail.com (231) 625-9700 (231) 420-7980

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Environmental and Pollution Liability (Errors and Omissions)	
Minimal limits: $1,000,000 Each Occurrence $2,000,000 Annual Aggregate	Contractor must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers,

	employees, and agents" as additional insured.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.** .

8. **Reserved.**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs

associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

    If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.

18. **Risk of Loss and Title**Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property.

Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

    The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

    Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State

may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. **Reserved**

32. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

    a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

    b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such

Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Reserved..

34. Reserved

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved.**

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Janitorial/Grounds Maintenance Services for Roadside Parks
Northern Pines #419
EXHIBIT C
PRICING

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Northern Pines (#419) Roadside Park Janitorial	Week	32 weeks	515.00	16480.00
☑	Northern Pines Roadside Park Lawn Maintenance	Cycle	28 cycles	100.00	2800.00
☑	Northern Pines Roadside Park Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	320.00	640.00
☑	Northern Pines Roadside Park Vault Pumping	Each	1 (Fall)	250.00	250.00
☑	Northern Pines Roadside Park Additional Vault Pumping	Each	1	250.00	250.00
				TWO YEAR TOTAL:	$40,840.00

Quick payment terms: 4% % discount off invoice if paid within 10 days after receipt of invoice.

Quantities are estimates only; actual work performed determined by Program Manager.